



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

Notice to Prospective Proposers

July 27, 2016

You are invited to review and respond to this Request for Proposal (RFP) Secondary, entitled "Tire Outreach and Market Analysis" DRR16027. In submitting your Proposal, you must comply with the instructions herein.

Note that all Contracts entered into with the State of California will incorporate by reference General Terms and Conditions, Special Terms and Conditions and Contractor Certification Clauses which are referenced in Section II of this package. If you do not have internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Resources Recycling and Recovery (CalRecycle) this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Lauren Chew
contracts@calrecycle.ca.gov
Phone: 916.341.6049
Fax: 916.319.7560

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Lauren Chew
Contract Administrator

Table of Contents

Section 1	Overview.....	1
	General Information.....	1
	CalRecycle Contact Information.....	1
	Service Needed	1
	Contract Budget	2
	Payment Withhold	2
	Liquidated Damages	2
	Contract Term	2
	Process Type	2
	Process Schedule.....	2
Section II	Rules and Conditions	3
	Introduction.....	3
	Commitment	3
	Antitrust Claims	3
	Contractor's Cost	4
	Information	4
	Written Questions	4
	Addenda	4
	Modification of Submittals	4
	Errors in Submittals	4
	Unreliable List	5
	Electronic Waste Recycling.....	5
	Use Tax	5
	Small Business (SB) Preference	5
	Disabled Veterans Business Enterprise (DVBE) Incentive	6
	Subcontractors.....	6
	Payments to the Contractor.....	7
	Equipment and Software Purchases.....	7
Section III	Proposal Submittal Requirements.....	8
	Introduction.....	8
	Deadline	8
	Addressing	8
	Number of Copies	8
	Document Printing	8
	Cover Letter	8
	Table of Contents.....	9
	Summary	9
	Methodology	9
	Organization.....	9
	Qualifications and Resources.....	9
	References	10
	Samples of Written Work	10
	Contractor Eligibility	10

Qualification/Licenses	10
Small Business (SB) Participation	10
Disabled Veteran Business Enterprise Participation (DVBE)	11
Target Area Contract Preference Act (TACPA)	11
Maximum Combined Preferences and Rules for Award	11
Section IV Cost Proposal Submittal.....	12
Evaluation	12
Cost Breakdown.....	12
Travel and Per Diem	13
Section V Evaluation and Selection	14
Introduction.....	14
Selection Process	14
Cost Points	15
Grounds for Rejection.....	16
Award of Contract.....	16
Notice of Intent to Award	16
Rejection of Award	16
Protest of Award	17
Section VI Description of Work.....	18
Contract/Task Time Frame	23
Location of Services	24
Control of Work.....	24
Section VII Definition and Terms.....	26
Attachments	28
Personnel Rate Sheet.....	29
Cost Proposal Sheet	31
Proposal Scoring Sheet	33
Bidder Declaration	34
Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification	36
Darfur Contracting Act	37
Contractor Status Form	38
Client References	39
Draft Std. 213.....	41
Proposal Completion Checklist.....	61

Section 1 Overview

General Information

CalRecycle promotes a zero waste California in partnership with local government, industry, and the public. This means managing the estimated 76 million tons of waste generated each year by reducing waste whenever possible, promoting the management of all materials to their highest and best use, and protecting public health and safety and the environment.

CalRecycle Contact Information

Department of Resources Recycling and Recovery

Physical Address: 1001 I Street,
Sacramento, CA 95814
CalRecycle Contracts Unit, MS-19A
Mailing Address: PO Box 4025,
Sacramento, CA 95812-4025
Attn: Contracts Unit, MS-19A

Phone: (916) 341-6049

FAX: (916) 319-7560

EMAIL: contracts@calrecycle.ca.gov

Any documents delivered in person must be received in the Visitor Environmental Service Center located in the lobby of the CalEPA Headquarters Building at 1001 I Street, Sacramento, CA 95814.

Service Needed

The Tire Outreach and Market Analysis (TOMA) contract is designed primarily to: 1) provide an annual in-depth analysis of the waste tire market in California; 2) conduct technical outreach and education targeted at stakeholders that are in a position to procure Tire-Derived Products (TDPs) and/or have the authority to specify them in future projects; 3) identify end-of-life best management practices and markets for TDPs that need to be replaced; and 4) share information with stakeholders, including via the CalRecycle Tire Conferences. The goal of this effort is to increase demand for TDPs, foster the application of new technologies, and expand the use of waste tire-derived material into a variety of applications, including higher value-added products.

Additionally, by utilizing the market analysis and working in collaboration with the stakeholders targeted for outreach and education, and other applicable entities, the Contractor will identify gaps in TDP data and specifications that pose a barrier to TDP market expansion. The Contractor will then conduct research and testing to address those gaps and present the results to stakeholders.

The high level of expertise required from various disciplines necessitates that the Contractor assemble a team of highly experienced and respected consultants to effectively provide the necessary assistance. Members of the Contractor's team must be highly knowledgeable regarding the waste tire and TDP industries including California-specific and national TDP markets.

Contract Budget

This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purposes of this program. In addition, this contract is subject to any additional restriction, limitations or conditions enacted by the Legislature, which may affect the provisions, terms, or funding of this contract in any manner.

Subject to availability of funds and approval by CalRecycle, there is a current maximum budget of \$900,000 (nine hundred thousand dollars and zero cents). CalRecycle reserves the right to amend the budget for this Contract as needs arise.

Payment Withhold

The provisions for payment under this contract will be subject to a ten percent (10%) withholding per task. The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of CalRecycle.

Liquidated Damages

The selected Contractor, to receive award of this Contract, will be subject to liquidated damages if required deliverables (i.e., reports) are not submitted by the due date(s) outlined in the Scope of Work. See Section II, Commitment, *Special Terms and Conditions* for additional information.

Contract Term

The term of this Contract will span approximately 36 months and is expected to begin in September 2016. CalRecycle reserves the right to amend the term of this Contract as needs arise.

Process Type

Request for Proposal (RFP) (Secondary Method).

Process Schedule

This process will be conducted according to the following tentative schedule where all times are Pacific Time

Advertisement Date	July 27, 2016
Written Questions Due by 2:00 pm	August 10, 2016
Submittals Due by 2:00 pm	August 24, 2016
Post Notice of Intent to Award	August 31, 2016

Section II Rules and Conditions

Introduction

There are conditions that this RFP, submitting Proposers, Proposals and resulting Contracts are subject to and/or required to comply with.

Commitment

Upon submittal of a Proposal, the Contractor has committed to comply with the following requirements:

- All items noted in RFP documents
- Special Terms and Conditions available for viewing at www.calrecycle.ca.gov/Contracts/Forms/SpeTermsCond.pdf
- General Terms and Conditions (GTCs) available for viewing at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.
- Contractor Certification Clauses (CCCs) available for viewing at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

The above terms, conditions, and/or requirements are not subject to negotiation. Any Proposal that reserves a right to negotiate or expresses any exception to the above terms, conditions, and/or requirements will be disqualified. However, requests to revise any of the above terms, conditions, and/or requirements may be submitted during the formal question and answer period. Any such requests must include the current language, the proposed revised language, and the justification for the proposed revision. Any revisions are at the sole discretion of CalRecycle and will only be made under very limited circumstances in which the revisions apply to all Proposers and benefit or enhance the Contract.

If the Proposer fails to meet any of the requirements or comply with CalRecycle requests, CalRecycle can reject, disqualify, or remove the firm from the process. CalRecycle is not committed to awarding a Contract resulting from this RFP.

Antitrust Claims

In submitting a Proposal Package to a public purchasing body, the Proposer offers and agrees that if the Proposal Package is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the Proposal Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer. (See Government Code Section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the Proposal Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

Contractor's Cost

All costs resulting from the Contractor's participation in the RFP process are at the firm's expense. No costs incurred by the Contractor participating in the RFP process will be reimbursed by CalRecycle.

Information

Any information that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Contract Code (PCC) and is thus exempt from disclosure under those statutes must so be marked by the Proposer prior to submission to CalRecycle. Any claims of confidentiality or trade secret(s) except as to information that qualifies as such under the PRA or PCC may result in disqualification.

CalRecycle will hold information deemed confidential or trade secret(s) by the Proposer to the extent allowable by the California Public Records Act and the Public Contract Code.

Final bids and Proposals are public upon the posting of the Notice of Intent to Award; however, the contents of all bids and Proposals shall be held in the strictest confidence until Notice of Intent to Award. Proposers should be aware that marking a document "confidential" or "proprietary" in a final bid or Proposal may exclude it from consideration for award and will not keep that document from being released after Notice of Intent to Award as part of the public record, unless a court has ordered the state not to release the document.

Written Questions

The RFP includes a formal question and answer period in which Proposers have the opportunity to submit questions regarding the RFP. All questions must be submitted in writing either by mail, fax, or e-mail to CalRecycle Contact as listed in Section I, Process Schedule. The questions and answers will be published in an Addendum to the RFP (see below, Addenda).

Addenda

CalRecycle reserves the right to amend, alter, or change the rules and conditions of this RFP.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFP should immediately be reported to CalRecycle prior to the deadline for submission of written questions. CalRecycle will issue addenda to address such issues.

Modification of Submittals

A Proposal submitted prior to the submittal deadline, can be withdrawn or modified by the submitting Proposer. The Proposer must:

- Provide a written request
- Identify the requesting individual and their association to the Proposer

A Proposal cannot be withdrawn for modification after the submittal deadline has passed.

Errors in Submittals

An error in a Proposal package may be cause for rejection of that Proposal.

CalRecycle may make certain corrections, if the Proposer's intent is clearly established based on review of the complete Proposal.

Unreliable List

Any Contractor or subcontractor currently on CalRecycle Unreliable list, is ineligible to apply for or participate in this contract.

Electronic Waste Recycling

If the Contractor or any subcontractors participate in activities that result in the disposition of electronic components, they will comply with the provisions of PRC Chapter 8.5.

Use Tax

If, during the course of the Contract, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of Section 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to Section 10295.1 of the Public Contract Code.

Small Business (SB) Preference

Small Business and non-small business may receive preference as set forth below.

For purposes of this RFP, references to "Small Business" include "Microbusiness" unless contrary to law.

Any Proposer competing in this process as a California Certified Small Business, or as a non-SB certifying to subcontract a minimum of 25% of the total contract services to a California Certified SB, will receive a five percent (5%) preference. Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

CalRecycle will apply the preference per State law and as described on the DGS website at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

For award based on high score, the incentive is applied by calculating the "earned" score for all Proposers: If the highest scored Proposal is from a non-certified small business then:

1. Calculate five percent (5%) of the highest responsible Proposer's total score.
2. Add the amount calculated above to the score of each of the Proposer's eligible for the SB preference. This new amount is the total score.

Application of the preference shall not displace an award to a small business with a non-small business.

A copy of the Proposer's and or/ small business subcontractors' small business certification should be included with the Proposal.

If the Proposer makes a commitment to achieve small business participation, then the Proposer, if awarded this contract, must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved (Govt. Code § 14841). Refer to Attachment E to fulfill this requirement.

Disabled Veterans Business Enterprise (DVBE) Incentive

Any Proposer competing in this process as a California Certified Disabled Veterans Business Enterprise, or as a non-DVBE certifying to subcontract a minimum of 3% of the total contract services to a California Certified DVBE, will receive an incentive as shown below:

1. Five (5%) and above participation level = bid will receive five percent (5%) incentive calculation.
2. Four (4%) participation level = bid will receive two percent (2%) incentive calculation.
3. Three (3%) participation level = bid will receive one percent (1%) incentive calculation.

Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

CalRecycle will apply the incentive as follows:

The incentive is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive(s) specified above.

For award based on high score, the incentive is applied by calculating the "earned" score for all bidders: If the highest scored Proposal is from a non-certified small business then:

1. Calculate five percent (5%) of the highest responsible Proposer's total score.
2. Add the amount calculated above to the score of each of the Proposer's eligible for the DVBE incentive according to the participation levels. This new amount is the total score.

Application of the incentive shall not displace an award to a small business with a non-small business.

A copy of the Proposer's DVBE certification should be included with the Bid Package.

If awarded, the Proposer who has made a commitment to achieve disabled veteran business enterprise (DVBE) participation, must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military & Veterans Code (M&VC) § 999.5(d)). Refer to Attachment E to fulfill this requirement.

Subcontractors

All subcontractors identified in the Proposal, must be experts in their respective disciplines and capable of performing the tasks for which they are hired.

If awarded the Contract, the Contractor **must** use all of the SB and DVBE firms identified on the Bidder Declaration form.

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their Proposal, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the

Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the Proposal and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the Proposal may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

CalRecycle reserves the right to approve substitutions of subcontractors, as long as, certified business participation levels remain unchanged.

Payments to the Contractor

Payments to the Contractor by CalRecycle will be made in arrears. Services rendered by the Contractors must be identified on an invoice, to be billed monthly in arrears.

Equipment and Software Purchases

Although equipment or software purchases are not anticipated in this contract, any equipment or software purchased to perform the responsibilities under the contract are considered state property and shall be returned to CalRecycle at the end of the contract or upon request of the Contract Manager.

Section III Proposal Submittal Requirements

Introduction

Failure to follow the instructions contained in this document may be grounds for rejection of a Proposal.

CalRecycle may reject any Proposal if it is conditional, incomplete or contains irregularities.

CalRecycle may waive an immaterial deviation in a Proposal, if deemed in the best interest of CalRecycle.

Deadline

The proposal package must be received by CalRecycle, at the address listed in Section I, Overview by 2:00 p.m. on August 24, 2016.

Proposals received after the deadline, will be considered late and returned to the Proposer unopened.

Addressing

The Proposal package must clearly state that it is in response to this RFP and note the RFP number listed with the direction of "Mailroom – do not open."

Number of Copies

The Proposer is required to submit all required documents in the following format:

- One original, non-bound hard copy marked "Original"
- Three bound, hard copies marked "Copy"
- One electronic copy on compact disc or USB flash drive viewable by Adobe Acrobat Reader. Entire Proposal, including any attachments, must be saved as a single document.

It is the submitting Proposer's responsibility to ensure that the electronic copy is formatted in Adobe Acrobat Reader and viewable by CalRecycle.

Document Printing

All documents must be submitted double-sided on paper with a minimum of 100% post-consumer recycled content fiber.

Cover Letter

The cover letter shall be signed by an individual who is authorized to bind the Proposer and shall indicate that person's title or position. The cover letter must be on the Proposer's company letterhead and contain the following information:

- a. Name and address of the Proposer submitting qualifications;
- b. Proposer's Headquarters for purposes of this Contract, if awarded;
- c. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;
- d. Name, title, address, telephone number, and e-mail address of individual(s) with authority to negotiate and execute a binding Contract on behalf of the Proposer;

- e. Statement that personnel who will provide services under the Contract will have the required certifications and that the Proposer will have qualified personnel available to meet the service needs;
- f. Statement attesting to the fact of the percentage of post consumer recycled content fiber paper used in the compilation of the Proposal package.
- g. Statement stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286; and
- h. List of Contractor's and any subcontractor(s') business names, identification of certified SB status, if applicable, and corresponding OSDS Reference number(s) issued to the certified SB by the DGS.

Table of Contents

The information must be organized as presented with corresponding page references.

Summary

The Proposer must include a brief overview of the project and summarize the Proposer's approach to the work.

Methodology

The Proposal should include a Work Plan describing the methods to be employed to accomplish the contract activities described in Section VI *Description of Work*. The methodology must be described in sufficient detail to allow CalRecycle staff to evaluate the methods and must address all tasks and items in the Scope of Work. The description should include not only what work will be performed, but how it will be performed.

The tasks described in the Scope of Work outline a general approach for meeting the requirements; detailed approaches for the tasks must be proposed that meet or exceed the requirements in meeting the project objectives.

Proposals must describe in detail how project objectives will be met and the methods the Contractor will use to achieve project objectives outlined in the Scope of Work.

Organization

Provide a brief description of the organization's services and activities, including:

- Date of establishment
- History
- Location
- Any known conflicts of interest

Qualifications and Resources

As demonstrated by resumes and references, the prospective Contractor and any subcontractors must have the experience, qualifications, and resources to perform the required tasks of the project.

The high level of expertise required from various disciplines necessitates that the Contractor assemble a team of highly experienced and respected consultants to effectively provide the necessary assistance. As demonstrated by resumes and references, members of the Contractor's team must be highly knowledgeable regarding the waste tire and tire derived product industries, and California and national markets for tire-derived products.

Each Proposal must include a description of the resources to be used on the project while demonstrating an individual or team members' abilities to perform the work. The Proposals must include resumes for the Project Manager, Personnel and Subcontractors, that include:

- Experience
- Knowledge
- Educational Background
- Professional Licenses where required by law or industry standards

References

The Proposer's team must provide a minimum of three (3) verifiable references, for the Proposer and for each proposed Subcontractor, which supports the above qualifications.

If a reference or project experience is unable to be verified, it will be disregarded.

Samples of Written Work

The Proposer's team must include three separate copies of verifiable written work that is similar in nature to the proposed project and deliverables. At least one example should demonstrate analytical writing and at least one should demonstrate education/outreach capabilities.

Contractor Eligibility

The Proposer must include a written declaration, stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.1. Statement may be included in the cover letter.

Qualification/Licenses

The Contractor shall be an individual or firm qualified to do business in California. Required documentation includes the following as applicable:

- A copy of the Proposer's registration with the Secretary of State.
- Additionally, pursuant to the California Business and Professions Code, for services of a "professional" nature requiring a professional license issued by the CA Department of Consumer Affairs, Proposers must submit a copy of the appropriate license(s) for each team member who will provide "professional" services under the contract.

Small Business (SB) Participation

CalRecycle requires a minimum of twenty-five percent (25%) of the project services to be contracted to a California OSDS Certified SB that performs a commercially useful function.

This goal can be achieved by a combined effort of the prime and/or any sub-contractors, which includes:

- If the Proposer is a Certified OSDS SB, as defined in Section V Definitions and Terms, the Participation Summary, Attachment C, must be completed and submitted with the Proposal.
- If the Proposer has identified subcontractors to be utilized to meet this goal, the Participation Summary, Attachment C, must be completed and submitted with the Proposal.

Disabled Veteran Business Enterprise Participation (DVBE)

CalRecycle requires a minimum of three percent (3%) of the project services to be contracted to a California OSDS Certified DVBE that performs a commercially useful function.

This goal can be achieved by a combined effort of the prime and/or any subcontractors, which includes:

- If the Proposer is a Certified OSDS DVBE, as defined in Section V, Definitions and Terms, the Participation Summary, Attachment C, must be completed and submitted with the Proposal.
- If the Proposer has identified subcontractors to be utilized to meet this goal, the Participation Summary, Attachment C, must be completed and submitted with the Proposal.

Target Area Contract Preference Act (TACPA)

If the budget for services outlined in this announcement, exceeds \$100,000, CalRecycle will grant a preference for TACPA qualified Proposers.

The Proposer must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the TACPA.

If the Proposer is qualified for this preference, the TACPA Preference Request Form must be included in the Proposal submittal.

The form may be downloaded at www.CalRecycle.ca.gov/Contracts/Forms/default.

Maximum Combined Preferences and Rules for Award

In combination with any other preferences (TACPA, SB or DVBE participation, etc), the maximum limit of the combined preferences is 15% of the bid amount and, in no case, more than \$100,000.00 per solicitation.

Preference programs for TACPA, or the non-SB subcontracting preference cannot displace a direct award to a certified SB. In the event of a tie between a SB and a firm that is SB and DVBE, the award shall be made to the firm that is SB and DVBE.

Section IV Cost Proposal Submittal

Evaluation

The Contractors Cost Proposal submittal will be evaluated based on whether the cost breakdown is sufficiently detailed to determine if the proposed expenses are reasonable.

Cost Breakdown

The cost breakdown must specify the total cost and include detailed project costs, as required in Attachment B, Cost Proposal Sheet. The awarded Proposer's invoices must be itemized as shown in the submitted Cost Proposal Sheet.

Attachment A, Personnel Rate Sheet, and Attachment B, Cost Proposal Sheet, must be completed. Failure to complete and include both Attachments will be grounds for immediate disqualification. Transfer the information in Column F of the Personnel Rate Sheet to Column 3 of the Cost Proposal Sheet.

The subcontractor commitments must be identified, by each task and dollar amount, and included in the Cost Proposal Sheet.

If typical industry practice for certain services is to provide services on a fixed fee basis (e.g. material testing), it is acceptable to list fixed fees for select services in lieu of hourly rates. However they must be firm fees to which the Contractor or any subcontractors will be contractually bound.

With the exception of travel expenses, the cost of food and beverage purchases is not reimbursable. All travel must be itemized in the Cost Proposal Sheet (Attachment B), under Column 6. For further travel information read the following section, Travel and Per Diem.

The costs identified in the Cost Proposal Sheet, should take into consideration the length of the contract, rise in salaries and overhead costs.

If the prime Contractor marks up work performed by any subcontractor, it must be made clear in the Personnel Rate Sheet which work will be marked up and by how much.

If fringe benefits and/or overhead are not specifically itemized in Attachment A and if the Proposer inserts a \$0, the Proposer must explain on Attachment A why these line items are not itemized. A blank space for either fringe benefits or overhead will be grounds for immediate disqualification.

Failure to include on the Cost Proposal Sheet budgeted costs for all tasks included in the Scope of Work will be grounds for disqualification.

The Personnel Rate Sheet and Cost Proposal Sheet are self-contained documents for purposes of calculating cost points and evaluating whether all information required by the RFP has been submitted. Therefore, all information (such as explanations of \$0 instead of itemized costs) must be included. Reference by incorporation to the Proposal is not acceptable.

The amount identified in Attachment A and B may not be changed and will remain in effect for the life of the Contract.

Travel and Per Diem

All travel must be pre-approved by the Contract Manager. Only the least costly travel method (for example, personal car, rental car, or air travel) will be reimbursed. When determining the least costly travel method, the Contractor should take into consideration not only direct expenses, but also the time billed. If the Contractor is unsure what least costly method may be, he or she shall consult with the Contract Manager. All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq.. At the time of the RFP release, the rates listed below apply. However, they are subject to change and the Contractor will be held to the State per diem rates in effect at the time of travel. Per diem (lodging, meals and incidentals) will not be reimbursed for travel within 50 miles of Contractor's headquarters.

- Lodging (receipts required) per day–
 - All Counties/Cities located in California (except as noted below):
 - Actual lodging expense, supported by a receipt, up to \$90 per night, plus tax.
 - Napa, Riverside, and Sacramento Counties
 - Actual lodging expense, supported by a receipt, up to \$95 per night, plus tax.
 - Los Angeles, Orange, and Ventura Counties and Edwards Air Force Base, excluding the city of Santa Monica:
 - Actual lodging expense, supported by a receipt, up to \$120 per night, plus tax.
 - Alameda, Monterey, San Diego, San Mateo and Santa Clara Counties:
 - Actual lodging expense, supported by a receipt, up to \$125 per night, plus tax.
 - San Francisco County and the City of Santa Monica:
 - Actual lodging expense, supported by a receipt, up to \$150 per night, plus tax.
- Meals (actual expense) (up to \$7 for breakfast, \$11 for lunch and \$23 for dinner) – up to a maximum of \$41 per day
- Incidentals – up to a maximum of \$5 per day.
- Coach airfare, mid-size/economy rental cars, parking and fuel – actual costs verified by bills or receipts. Expenses for rental car insurance, fuel for rental cars purchased from the rental car company, and additional air travel expenses such as preferred boarding, will not be reimbursed. First Class or Business Class air travel is not allowed. Airport parking must be at the most economical rate. Expenses for one way rental car expense (i.e. charges for returning a rental car to a location other than that from which it was rented) will only be reimbursed if preapproval is given by the Contract Manager prior to the expense being incurred.
- Personal Vehicle Use for travel is reimbursed at \$0.575 per mile; however fuel will not be reimbursed if a personal vehicle is used.

Section V Evaluation and Selection

Introduction

CalRecycle will perform a Pre-Qualification Evaluation process to ensure that the Proposer has included all required documentation in the Proposal submittal. Each Proposal will first be reviewed to ensure the following items: Proposal is received by date and time specified; Proposal contains all the required documents (see Proposal Completion Checklist); and that the Proposal meets the format requirements specified.

If a Proposal package does not meet all of the requirements set forth in this RFP, it will be considered non-responsive and rejected from further competition.

Those Proposer's submittals that pass this review will be forwarded to the evaluation team

Selection Process

The evaluation team will individually and/or as a team review, evaluate and numerically score all Proposals passing the Pre-Qualification Evaluation, utilizing the following scoring system to assign points. Following this chart is a list of the considerations that the evaluation team may take into account when assigning individual points to a technical Proposal.

Points	Interpretation	General Basis for Point Assignment
0	Inadequate	Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet CalRecycle's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
1	Barely Adequate	Proposal response (i.e., content and/or explanation offered) is barely adequate or barely meets CalRecycle's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are inconsequential and acceptable.
2	Fully Adequate	Proposal response (i.e. content and/or explanation offered) is fully adequate or fully meets CalRecycle's needs/ requirements or expectations. The omission(s), flaw(s), or defect(s), are inconsequential and acceptable.
3	Excellent or Outstanding	Proposal response (i.e. content and/or explanation offered) is above average or exceeds CalRecycle's needs/requirements or expectations. Minimal weaknesses are acceptable. Proposer offers one or more enhancing feature, method or approach that will enable performance to exceed our basic expectations.

In assigning points for individual rating factors, the evaluation team may consider issues including, but not limited to, the extent to which a Proposal response:

1. Is lacking information, lacking depth or breadth or lacking significant facts and /or details, and or

2. Is fully developed, comprehensive and has few in any weaknesses, defect or deficiencies, and or
3. Demonstrates that the Proposer understands CalRecycle's needs, the services sought, and/or the Contractor's responsibilities, and/or
4. Illustrates the Proposer's capability to perform all services and meet all scope of work requirements, and/or
5. If implemented, will contribute to the achievement of CalRecycle's goals and objectives, and/or
6. Demonstrates the Proposer's capacity and/or commitment to exceed regular services.

Responses which only restate or paraphrase information found in the RFP will receive 0 or 1 points.

Below are the point values for each rating category that will be scored.

- 1) Each subcategory of a Proposal, excluding the Cost section, will be scored on a scale of 0 to 3. The overall rating categories and their point values are shown below. Some subcategories are weighted, and the scores for those subcategories will be multiplied by a weighting factor shown in Attachment C. For individual subcategory descriptions refer to Attachment C.

<u>Rating Category</u>	<u>Points</u>
Experience	18
Methodology	27
GRAND TOTAL	45

- 2) CalRecycle will consider a Proposal technically deficient and non-responsible if the Proposal earns a score that is less than 13 points in the Experience Category or 27 points in the Methodology Category.

The Proposal Evaluation criteria listed specifies the total number of points available for each requirement. Using the Scoring Methodology, the evaluation team will determine the number of points to be awarded to each requirement, and multiply that by the multiplier for that requirement to determine the score.

Cost Points

Cost points account for 30% of the total points available (see Proposal Scoring Sheet). Proposers will be awarded Cost Points as follows:

- 1) Lowest cost Proposal is awarded the maximum cost points.
- 2) Other Proposals are awarded cost points based on the following calculation:

Other Proposer's Cost Points = (factor*) X maximum cost points

* factor is the Lowest Proposer's cost divided by Other Proposer's cost

EXAMPLE

Lowest Proposer's cost = \$10

Other Proposer's cost = \$12

Maximum cost points = 30 cost points
factor = \$10 ÷ \$12 = .83

Cost Points Calculation for Other Proposer's Cost
.83 X 30 cost points = 25 cost points

Final Cost Points Awarded
Lowest cost Proposal receives 30 cost points
Other cost Proposal receives 25 cost points

Grounds for Rejection

All Proposals may be rejected whenever the determination is made that the Proposals received are not really competitive, when the cost is not reasonable, or when the cost exceeds the amount expected.

Additionally, a Proposal may be rejected if:

- It is received after the due date and time for submittal
- The cost submittal is unsigned
- The Proposal cost is not prepared as required by the RFP
- The Personnel Rate Sheet is not prepared as required by the RFP
- The Proposer has been prohibited from contracting with the State by the Department of Fair Employment and Housing
- The Proposer has received a substantive negative contract performance from the State
- Any items required by the RFP are not included with the submittal

No Proposal may be rejected arbitrarily or without reasonable cause.

Award of Contract

Award of this Contract will be to the highest ranking responsible Proposer meeting all of the RFP requirements.

In the event of a tie, CalRecycle may utilize a tie breaker to determine the winning Proposer. The tie breaker will be determined based on which Proposer has the most SB and DVBE participation identified in the bid package.

CalRecycle reserves the right to not award a Contract.

Notice of Intent to Award

CalRecycle will post a notice of intent to award this Contract five (5) working days prior to the award being made.

Notice of the intent to award will be posted on CalRecycle's website at www.CalRecycle.ca.gov/contracts and at the headquarters building noted in Section I. It is the Proposer's responsibility to check one of these locations for a copy of the Notice of Intent to Award.

Rejection of Award

If the Proposer fails to enter into a satisfactory Contract within a reasonable timeframe after the award is made, CalRecycle may deem that the Proposer has rejected the award.

CalRecycle reserves the right to disqualify the awardee and award the Contract to the next highest ranked Proposer.

Protest of Award

A Proposer may protest the proposed award by filing an official protest with the Department of General Services. The protest must be filed after the notice of intent to award the contract, but before the actual award.

Within five (5) **working** days of the initial protest filing, the Proposer must submit a detailed written statement with information that supports that the Proposer would have been awarded the contract and the grounds for that position.

The Contract will not be awarded until a decision has been made on the filed protest.

The protest documents should be sent via registered mail to the following parties:

Department of General Services
Office of Legal Services
Attn; Protest Coordinator
707 Third Street, 7th floor
Sacramento, CA 95605
Fax (916) 376-5088

CalRecycle
Attn; Contracts Unit
1001 I Street, MS-19A
Sacramento, CA 95814
Fax (916) 319-7560
Email contracts@CalRecycle.ca.gov

Section VI Description of Work

WORK TO BE PERFORMED

The Contractor is responsible for developing technical resources, research projects, and focused technical outreach and education assistance activities that will help to strengthen the TDP industry in California and help support CalRecycle's tire market development programs. These activities will aim to benefit one or more industry sectors as opposed to providing assistance to individual businesses. The following is a general overview of the work that the Contractor shall perform.

- Task 1. Conduct annual TDP Materials Market Analysis and Report, Stakeholder Communications, and Recommendations Regarding Tire Market Development.
- Task 2. Provide focused Technical Outreach and Education to Promote TDPs to Government and Private Entities.
- Task 3. Identify end-of-life best management practices and markets for synthetic turf, infill, playground fill and other TDPs.
- Task 4. Develop, coordinate and participate in California Tire Conferences.
- Task 5: Conduct research and testing to address identified gaps in TDP product data and specifications that pose a barrier to TDP market expansion.
- Task 6: Administration and Reporting.

TASKS IDENTIFIED

Task 1: Conduct Annual TDP Materials Market Analysis and Report, Stakeholder Communications, and Recommendations Regarding Tire Market Development

- A. Conduct three annual TDP markets surveys and analyses, coordinating with a designated CalRecycle staff "trainee" as requested by the CalRecycle Contract Manager. The Contractor will:
 - i. administer an annual market survey using protocols from the prior TOMA contract and previous Tire-Derived Product Business Assistance Program (TBAP) contracts that will be provided to the Contractor by the CalRecycle Contract Manager (Contract Manager). The survey must gather information, including but not limited to, capacity, throughput, types and amounts of input (by specification) and outputs (by product type), types of customers, actual and perceived market drivers, barriers, and opportunities for market expansion.
 - ii. analyze and summarize the market trends for targeted TDPs. This will include periodic updates regarding opportunities and market development mechanisms to address barriers;
 - iii. provide information on the current supply/demand balance and capacity, including recent and expected expansions or contractions in general processing and ground

rubber production capacity, TDP production capacity, export market impacts and overall market demand, waste tire diversion rate; and

- iv. identify regional infrastructure and infrastructure needs. Also address what the actual operating capacity is versus the permitted capacity to determine why some companies are not operating at permitted capacity (e.g., such as whether some companies' equipment is becoming old and their ability to operate at permitted capacity may not be occurring for that reason), and what is needed to reach levels of increased recycling;
- B. Prepare an annual report for CalRecycle that includes all of the market analysis research and findings.
- C. Present annually at a public meeting a summary of the findings from the market analysis conducted that year.
- D. Update the market survey and analysis guidance document based upon lessons learned in conducting the market surveys and analyses. The guidance document was initially prepared under the prior TOMA and TBAP contracts and presents protocols and templates to enable CalRecycle staff to maintain the market surveys and analyses in future years.
- E. Utilize the market analysis, other necessary research, and the ongoing feedback and communication from stakeholders to make recommendations regarding additional market development activities to address TDP performance, health and environmental impacts, regional supply and demand barriers, and suggest a strategy for improving TDP product markets.

Task 2: Provide Focused Technical Outreach and Education to Promote TDPs to Government and Private Entities

In consultation with the Contract Manager conduct the following:

- A. Identify federal, state, and local agencies, such as public works departments; public and private colleges, universities, and schools/districts; major corporations, retailers and other private entities that are in a position to procure TDPs and/or have the authority to specify them in future projects. For example: entities might include Caltrans, DGS, Department of Parks and Recreation, the California State University system, architects, fast food restaurants with playgrounds, and builders. In determining what entities to target, quantify procurement opportunities to help tailor outreach to maximize outreach opportunities. Create and implement a detailed plan for targeted technical education and outreach to the entities identified in this task. Note: This does not include a focus on Tire-Derived Aggregate/Rubberized Asphalt Concrete, which is being promoted through other projects.
- B. Compile detailed cost and performance data on targeted TDPs and identify new TDPs with a high potential for successful market entry and existing products newly incorporating waste tire feedstock(s).
- C. Update and keep current the TDP Catalog and expand education, outreach, and marketing efforts to promote the use of it.

- D. Develop case studies annually (total number of case studies each year to be determined in consultation with Contract Manager) that are no more than two pages in length and are in a common format suitable for publishing on the CalRecycle website and as handouts. In selecting which case studies to develop, priority should be given to existing TDPs for which there is a high potential for new or expanded sales opportunities. Case studies should:
- i. detail successful real-world application of TDPs by actual users, including high quality digital color photographs;
 - ii. identify the uses and benefits of TDPs including suitable applications for the given type of TDP and comparisons to competing products that are not made from waste tires;
 - iii. highlight key cost and performance data, including lifecycle costs and benefits.
- E. Compile other education, marketing and technical specification materials from TDP companies, and as applicable TDP users, and prepare materials such as brochures, fact sheets, Power Point presentations, both electronically and web-based, to assist in targeted education, outreach and marketing TDPs to the targeted entities. Where applicable, and in consultation with the Contract Manager, incorporate relevant research information (e.g., health effects, lifecycle cost analyses, etc.) into marketing materials.
- F. Conduct focused TDP education and assistance to those entities targeted per Task 2A above, and include targeted outreach and education such as roundtables, meetings, training sessions, workshops, webinars, and utilize other methods, such as written communications to identify and secure sponsors as needed for mealtime learning sessions.
- i. prior to meeting with an audience, identify TDPs procurement opportunities based upon audience entity's procurement policies, needs, objectives and requirements.
 - ii. target entities with greatest TDPs procurement motivation and ability such as companies with green purchasing requirements, etc.
 - iii. Conduct follow up to all initial targeted technical outreach and education efforts and provide focused follow-up TDP education and assistance, as needed.
- G. Monitor and provide qualitative as well as quantitative measurement of the results of the technical education, outreach, and marketing and the resulting sales of TDPs. Track and report any identifiable TDPs procurement actions of targeted audiences.
- H. Coordinate closely with the Contract Manager to ensure that CalRecycle staff has the latest information, data, and resources for promotion, outreach, education, and training activities.

Task 3: Identify end-of-life (EOL) best management practices and markets for synthetic turf, infill, playground fill and other TDPs

In coordination with and approval from the Contract Manager, the Contractor will utilize existing information including findings documented in the 2016 “Recycling and Reuse of Crumb Rubber Infill Used in Synthetic Turf Athletic Fields” report to CalRecycle to:

- A. Identify end-of-life best management practices (BMPs) for synthetic turf, infill, playground fill, and other TDPs.
 - i. upon completion effectively disseminate BMPs to the Industry and to entities with TDPs in need of removal and replacement.
 - ii. provide information to TDP installers regarding EOL considerations.
- B. Identify companies offering TDP removal, reuse and/or recycling services and associated cost of options available and provide this information to stakeholders via workshops, print and electronic tools.
- C. Collaborate with the Industry and third party experts to find cost-effective uses and identify new markets, beyond reusing turf field infill, for EOL crumb rubber. Share findings as appropriate.
- D. Research if infill in athletic fields can be without contaminants and be designed to be more end-of-life friendly, e.g., reduce migration of infill to keep the material on the field thus increasing the amount of time before it needs to be replaced.

Task 4: Develop, coordinate, and participate in the California Tire Conferences

In coordination with the Contract Manager, assist with any specialized needs in development and implementation of two state tire conferences including:

- A. Solicit stakeholder input on topics to be addressed,
- B. Develop educational activity plans/priorities,
- C. Organize conference sessions,
- D. Identify and secure potential presenters, attend and participate/present at the conferences.

Task 5: Conduct research and testing to address identified gaps in TDP product data and specifications that pose a barrier to TDP market expansion

In consultation with Contract Manager, Contractor will conduct research and testing to address the gaps in TDP product data and specifications including:

- A. Assessing the feasibility of using crumb rubber in molded, extruded, and other products.
- B. Collaborate with potential users of large quantities of TDPs to identify what information and data they need in order to overcome roadblocks to purchasing

TDPs. Identify gaps in research and product testing that are necessary to fill in order to significantly expand markets for TDP. This effort should build upon the performance standards identified in the prior Tire Derived Product Business Assistance Program: Industry-Wide Support Activities contract.

- C. Conduct research and product testing to provide product data, specifications, and performance results for applicable TDPs or categories of TDPs in order to expand markets for TDPs.
- D. Compile information and data for CalRecycle and any other entities relevant to the research and/or testing. This may include making presentations, developing reports, writing data sheets, etc. This task, along with others identified in this scope of work, may involve information and data from businesses that must remain confidential.
- E. Assessing and advising on market opportunities for waste tires and residual fluff.
- F. Conduct or collaboratively work on special projects seeking to overcome barriers to TDPs market expansion

Task 6: Administration and Reporting

A. Develop Work Plans:

- i. work with the Contract Manager and any other applicable CalRecycle staff to prepare a work plan detailing all tasks and deliverables (including reports; presentations and/or dissemination of information to stakeholders; materials to be posted or revised on the existing web and newsletter or list serve functions, or communicated by other means).
- ii. the work plan will include a timeline for all tasks and deliverables. CalRecycle will not pay Contractor's Administration time for compilation of billing/invoicing or delivery of invoices.
- iii. the work plan will identify any entities with which the Contractor will coordinate to accomplish the identified tasks, such as Recycling Market Development Zone Administrators, industry organizations, (e.g., Rubber Manufacturers Association, American Institute of Architects, Rubber Recycling Network), local jurisdiction recycling coordinators, etc.
- iv. no other contract work shall be conducted until the work plan is approved by the Contract Manager.
- v. should changes to the work plan be necessary, the Contractor will submit any such changes to the Contract Manager for approval before conducting other work.

B. Reporting

- i. the Contractor will communicate with the Contract Manager on an ongoing basis and provide written reports, on a monthly basis at a minimum, to the

Contract Manager covering activities that are in progress, completed, and upcoming; any issues that have arisen; a budget status; a status of meeting the timelines established in the work plan, etc.

- ii. if significant issues arise, the Contractor shall not wait for a scheduled report and will report them to the Contract Manager immediately.
- iii. all documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at www.calrecycle.ca.gov/Contracts/PubGuide and must be reviewed by a technical editor of the Contractor's choosing to ensure that the reports comply with CalRecycle's publication guidelines, after which they shall be submitted to and reviewed by the Contract Manager in consultation with the CalRecycle editor.

(The Contractor is encouraged to consult with CalRecycle's project management team and editorial staff early in the development process to ensure deliverable requirements are clearly understood and to minimize the need for revisions.)

- iv. the Contractor will submit to CalRecycle by August 31, 2019, a final report on the contract and the work performed, including an evaluation of its effectiveness (with qualitative and quantitative results). The Contractor shall submit a draft final report to the Contract Manager six weeks prior to the due date for the final report. The draft will be reviewed by CalRecycle staff who will provide comments or questions that the Contractor will address or incorporated into the subsequent draft of the report. Any requested changes must be completed by the Contractor and resubmitted to the Contract Manager for final approval. Only when all revisions are made and approved by the Contract Manager will the report be deemed final.
- v. the Contractor will not receive final payment until the final report has been approved by the CalRecycle Contract Manager

Contract/Task Time Frame

The contract is estimated to begin in September 2016 and end in September, 2019. The timeframe below reflects the task/time frame of the contract from date of award:

Task	Deliverable(s)	Estimated Timeframe
Task 1: Annual TDP Materials Market Analysis and Report, Stakeholder Communications, and Recommendations Regarding Tire Market Development	Draft and web-ready reports, presentation materials, mechanism for communications with stakeholders, tire market development recommendations	Spring 2017, Spring 2018, Spring 2019
Task 2: Focused Technical Outreach and Education to Promote TDPs to Government and Private Entities	Targeted outreach and education plan; education, outreach tracking results and impacts of outreach, technical	Ongoing through August 2019

	specification materials; update TDP catalogcase studies	
Task 3: Identify end-of-life (EOL) best management practices and markets for synthetic turf, infill, playground fill and other TDPs	Identify end-of-life best management practices (BMPs); Identify companies offering removal/reuse/recycling for TDPs; Share findings as appropriate	Ongoing through August 2019
Task 4: California Tire Conferences	Assist as requested, organize and conduct presentations	First quarter of 2017 and third quarter of 2018
Task 5: Research and testing to address identified gaps in TDP product data and specifications that pose a barrier to TDP market expansion	Conduct research, testing and report, conduct presentations as requested/appropriate. Conduct or collaboratively work on special projects seeking to overcome barriers to TDPs market expansion	Ongoing through August 2019
Task 6: Administration and Reporting	Write, revise and provide updated work plans as needed.	Provide progress reports quarterly; Final report for all activities due August 2019

Location of Services

Services will be provided state-wide. The location for meetings with the Contract Manager will be determined by the Contract Manager; the majority of meetings will be held via teleconference, at the Sacramento Environmental Protection Agency Headquarters (1001 I Street, Sacramento, CA 95814), or by other appropriate means such as webinar.

Control of Work

- Contract Manager has the authority to determine the quality and acceptability of the following:
 - Work to be performed
 - Rate and progress of the work
 - Fulfillment of the services provided by the Contractor
 - Compensation for services provided by the Contractor

These decisions will be deemed final and enforceable by Contract Manager when the Contractor fails to complete orders required by this Contract.

The Contractor should immediately bring any unanticipated issues to the attention of the Contract Manager. The Contract Manager will confer with appropriate CalRecycle staff, if necessary, and the Contractor to resolve the issue.

- The Contractor will designate a Project Manager who holds the following authority:
 - Act as the Contractor's Representative for work to be provided under this Contract
 - Act as the Contractor's Representative regarding contractual matters relating to this Contract

If during the course of the Contract, it is deemed necessary to replace the Project Manager, Contract Manager approval is required.

Section VII Definition and Terms

General

Unless the context otherwise requires, wherever in this RFP or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he”, are utilized in these provisions for the sake of brevity, and are intended to refer to persons of either sex.

Abbreviations

ADA	Americans with Disabilities Act
CAL EPA	California Environmental Protection Agency
CALRECYCLE	Department of Resources Recycling and Recovery
CCR	California Code of Regulations
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
GC	Government Code
PCC	Public Contract Code
RFP	Request for Proposals
SB	Small Business
SOW	Scope of Work
OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)

Cal EPA

The California Environmental Protection Agency

CalRecycle Staff

Staff of the Department of Resources Recycling and Recovery involved in the implementation of this contract or representatives of Consultant to the Department of Resources Recycling and Recovery as designated in the Work Orders.

Consultant

The person or persons, firm, partnership, corporation, or combination thereof, which may enter into this Contract with CalRecycle to provide work pursuant to this RFP or his or their legal representatives

Contract

A legally binding Agreement between the state & another entity, public or private, for the provision of goods or services; the written Agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the RFP, Proposal, general and specific terms and conditions, Work Orders, and supplemental Agreements which may be required to complete the work in a substantial and acceptable manner.

Contract Manager

A person designated by the responsible state agency or department to manage performance under a contract.

Contractor

A party contracting with the awarding agency. Vendor is often used synonymously with contractor.

Director

The Director of CalRecycle, or his/her designees. Any references to Executive Officer shall mean the Director and/or designated officer.

Disabled Veteran Business Enterprise (DVBE Certified)

A business that meets all of the following criteria: (1) at least 51% of the business is owned by one or more disabled veterans or, in a business whose stock is publicly held, at least 51% or more of the stockholders are disabled veterans (2) the management and control of the business are exercised by one or more disabled veterans; (3) the business is domestically owned and its home office is in the United States; and (4) the business has been certified as a DVBE by the State of California, Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

Legal Holiday

Those days designated as State holidays in the Government Code.

Project Manager

Contractor's representative for all work performed under this Contract. All official correspondence, reports, submittals, billings, and other work done under this Contract shall be reviewed and signed by the Project Manager prior to submittal to CalRecycle.

Scope of Work

The description of work required of a contractor by the awarding agency.

Small Business (Certified)

A business that has been certified by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC 14837 and 2 CCR 1896.

State

The State of California.

State Contract Law

The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Contract to the same extent as if set forth herein in full.

Subcontractor

A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in the Scope of Work.

Attachments

Personnel Rate Sheet Tire Outreach and Market Analysis DRR16027

Contractor/Company Name: _____

Complete this form and submit the original in accordance with the requirements of this RFP. Identify line item costs for each of the Proposer's team members. These will be the team members whose services will be utilized throughout the term of the Agreement. All subcontractors must be identified in **Column A** (identify with an X) and any corresponding subcontractor markups (amount primary contract marks up subcontractor rates) shown in **Column E**. Hourly rates identified on the Personnel Rate Sheet shall remain in effect throughout the term of the Agreement. The total hourly rate as specified in **Column F** must be used in preparing the Cost Proposal Sheet (Attachment B). Add additional rows as needed.

Column A Sub Contractor	Column B Personnel Services: (Do not include travel or overhead here) List the name, classification/title, and hourly rate of the contractor and all subcontractors that will make up the Proposer's team.		Column C Fringe Benefits Identify fringe benefits citing actual benefits per hour for each classification/title or as a percentage of personal services costs if included in the hourly rate	Column D Overhead Identify the overhead per hour for each classification/title or as a percentage of personal services costs if included in hourly rate	Column E Subcontractor Markup Identify markup for each classification/title in cost per hour or as a percentage of personal services costs if included in the hourly rate	Column F TOTAL HOURLY RATE By Classification/ Title (Use totals from this column to complete Column 2 on the Proposal Cost Sheet)
Mark X only if Sub Contractor	Name and Classification/Title	\$/Hr	\$/Hr or %	\$/Hr or %	\$/Hr or %	\$/Hr
	Project Manager					

Acknowledgement/Authorization

The undersigned acknowledges the submittal of this Proposal constitutes an irrevocable offer for a ninety (90) day period for CalRecycle to award a Contract. Additional acknowledgement is made of receipt of all competitive documents, including Addenda, relating to this Contract.

The undersigned acknowledges that the Proposer has read all of the requirements set forth in CalRecycle documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by CalRecycle in verification of the recitals comprising this Proposal and also hereby authorizes CalRecycle to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) 10410, 10411, and Government Code (GC) 87100, by the submitting firm and/or any subcontractors listed in the Proposal.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized
Representative:

Contractor Name:

Address:

Telephone #:

City, State Zip:

Email:

Signature of Authorized Representative:

Date Signed:

If fringe benefits and/or overhead are not specifically itemized in the Personnel Rate Sheet and if the Proposer inserts a \$0, the Proposer must explain why these line items are not itemized. A blank space for either fringe benefits or overhead will be grounds for immediate disqualification.

Cost Proposal Sheet
Tire Outreach and Market Analysis
DRR16027

Complete this form and submit the original in accordance with the requirements of this RFP. Provide a description of the tasks to be performed (based on your methodology), identify the team members whose services will be utilized in completing the specified task, identify the hourly rates using the Total Hourly Rates (**Column F**) identified on the Personnel Rate Sheet (Attachment A), identify the hours of service to be provided by each team member for the specified task description. Add additional rows as necessary.

Contractor/Company Name: _____

Column 1	Column 2	Column 3				Column 4	Column 5	Column 6	Column 7	Column 8
Task #	Detailed Description of Services to be Provided: Description of services to be provided by each person listed in Column 3	Personnel Services: Include name/position title, hourly rate from column F of Attachment A (Personnel Rate Sheet) and estimated number of hours to complete services for all tasks.				Operating Expenses Include description and cost of operating expenses related to the services detailed in Column 2, including supplies, as applicable. If not tied to a particular person, place in a separate row.	Equipment Costs Include description and cost of equipment related to the services described in Column 2. If not tied to a particular person, place in a separate row.	Travel Costs Include description and cost of travel related to services described in Column 2. If not tied to a particular person, place in a separate row.	Other Other costs related to services described in Column 2. If not tied to a particular person, place in a separate row.	Row Totals
		Name/Position	\$/Hr	Hrs	Total \$					
Column Totals										GRAND TOTAL

Acknowledgement/Authorization

The undersigned acknowledges the submittal of this Proposal constitutes an irrevocable offer for a ninety (90) day period for the CalRecycle to award an Agreement. Additional acknowledgement is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Proposer has read all of the requirements set forth in CalRecycle documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by the CalRecycle in verification of the recitals comprising this Proposal and also hereby authorizes the CalRecycle to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) 10410, 10411, and Government Code (GC) 87100, and this RFP by the submitting firm and/or any subcontractors listed in the Proposal.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized Representative:	_____	Contractor Name:	_____
Address:	_____	Telephone #:	_____
City, State Zip:	_____	Email:	_____
Signature of Authorized Representative:	_____	Date Signed:	_____

Proposal Scoring Sheet Tire Outreach and Market Analysis DRR16027

Contractor/Company Name: _____

Proposers must score a minimum of 73 percent of the possible points in each of the Experience and Methodology categories (i.e. a minimum of 13 and 20 points, respectively) in order to qualify for further consideration.

EXPERIENCE (Max 18 points) (Min 13 points to qualify)	POINTS POSSIBLE	SCORE (0-3)	MULTIPLIER	POINTS EARNED
(1) Project Manager demonstrates multiyear experience in and knowledge of solid waste management and business-related issues and possesses a comprehensive understanding of material flow and markets for CA tire-derived products.	6		x 2	
(2) Project manager, principal members and sub-contractors of consulting team demonstrate appropriate background and professional consulting experience working with the CA waste tire industry.	6		x 2	
(3) Project manager, principal members and sub-contractors of consulting team demonstrate practical experience & expertise regarding the six tasks identified in the RFP.	6		x 2	
METHODOLOGY (Max 27 points) (Min 20 points to qualify)	POINTS POSSIBLE			POINTS EARNED
(4) Demonstrates clear, specific explanation and a sound methodology in how work plans will be written & projects implemented, including the timeline for implementation and maximum costs associated.	3		x 1	
(5) Identifies challenges to overcome barriers to enhance CA waste tire market development and proposes comprehensive approaches (including specific activities) towards solutions to these challenges and barriers.	6		x 2	
(6) Clear, specific, and sound approach to providing essential CA tire markets research, analysis, and technical expertise in approach towards resolving industry-wide market challenges.	9		x 3	
(7) Clear, specific, and sound approach to identifying and filling gaps in research and product testing in order to significantly expand markets for CA tire-derived products.	3		x 1	
(8) Contractor describes how the activity plans will address technical needs and End-of-Life (EOL) management of materials as applicable to tasks.	3		x 1	
(9) Reasonableness of number of hours proposed per task based upon time required and expertise in the subject area.	3		x 1	
SUBTOTAL	45			
(10) Cost Points	15 (30% of total)			
TOTAL POINTS	60			

Bidder Declaration

State of California—Department of General Services,
Procurement Division GSPD-05-105 (EST 8/09)

Solicitation Number DRR16027

BIDDER DECLARATION

Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None _____
- b. Will subcontractors be used for this contract? Yes _____ No _____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- c. If you are a California certified DVBE:
- (1) Are you a broker or agent? Yes _____ No _____
- (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes _____ No _____ N/A _____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct



Page _____ of _____

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
- Microbusiness (MB)
 - Small Business (SB)
 - Small Business Nonprofit Veteran Service Agency (SB/NVSA)
 - Disabled Veteran Business Enterprise (DVBE)
- 1.b.** Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.
- Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov
- Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.
- Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.
- 1.c.** This item is only to be completed by businesses certified by California as a DVBE.
- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
- (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."
-
- 2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page _____ of _____" on the form.
- If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page _____ of _____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter "None". [Note: A SB/NVSA should not be participating as a subcontractor]

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page __ of ____" accordingly.

Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification

As Contractor of record for the Department of Resources Recycling and Recovery, Contract number _____, I certify, in accordance with Government Code 14841 and Military and Veteran Code § 999.5, that pursuant to the terms and conditions of the contract, all payments have been made to the SB or DVBE firm(s) listed below for commodities or services rendered as the SB or DVBE subcontractor(s) of record. I understand certification must be made to the Department of Resources Recycling and Recovery within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this Certification may result in the imposition of civil or criminal penalties for not less than \$2,500 or more than \$25,000 for each violation.

Please copy this form to include as many SB or DVBE firms as necessary. Authorized signatures and information are required on each separately submitted form. Return to: Department of Resources Recycling and Recovery, Contracts Unit- MS 19-A, Attn: When Kwon, SB/DVBE Advocate, P.O. Box 4025, Sacramento, CA 95812-4025

SB/MB/DVBE SUBCONTRACTOR INFORMATION

Contract Firm Name			
Name of Firm Representative			
Title			
	Phone:	Fax:	
Firm Address	Street:		
	City:	State:	Zip:
Contract Number			
Total Amount Received Under this Contract	\$	Date Final Payment Received: / /	

SB/DVBE SUBCONTRACTOR INFORMATION

SB/DVBE Subcontractor	Street Address	City	State	Zip	Amount Paid	Participation Achieved
						%
						%
						%
						%

Printed Name		Signature:	
Title:		Report Date:	

Darfur Contracting Act

Pursuant to Public Contract Code section 10478, if a bidder or Proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or Proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____ We do not currently have, or we have not had within the previous
Initials three years, business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code
Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or Proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or Proposal.

OR

3. _____ We currently have, or we have had within the previous three years,
Initials business activities or other operations outside of the United States,
+ certification but we certify below that we are not a scrutinized company
below as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

Contractor Status Form

Contractor's Name: _____ County: _____

Address: _____ Phone Number: _____

Federal Employer Identification Number: _____ Fax Number: _____

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

☐ Individual ☐ Limited Partnership ☐ General Partnership ☐ Corporation ☐ Other

If Individual or sole proprietorship, state the true name of sole proprietor: _____

If a Limited or General Partnership, list each partner and state their true name and interest in the partnership:

If a Corporation, state place and date of incorporation: _____

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Other Officer: _____ Other Officer: _____

Provide explanation if claiming Other:

SMALL BUSINESS PREFERENCE

Are you claiming preference for small business? ☐ YES – Attach approval letter from Office of Small Business Certification and Resources
☐ NO

Are you claiming preference for DVBE? ☐ YES – Attach approval letter from Office of Small Business Certification and Resources
☐ NO

NOTE: THIS FORM MUST BE COMPLETED OR YOUR PROPOSAL WILL BE REJECTED

Client References

List at least three (3) client references that can attest to the Bidder's qualifications to fulfill the requirements of the Scope of Work. List the most recent first. Client references must also be provided for any subcontractors identified in the Bidder's response. Duplicate and attach additional pages as necessary.

BIDDER / SUBCONTRACTOR'S NAME:**REFERENCE 1**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

REFERENCE 2

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

REFERENCE 3

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

If three references cannot be provided, explain why:

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Draft Std. 213

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

DRR16027

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Resources Recycling and Recovery (CalRecycle)

CONTRACTOR'S NAME

2. The term of this Agreement is: September 15, 2016 through September 15, 2019
 Or upon DGS approval, whichever is later

3. The maximum amount of this Agreement is: \$ (xxxxx)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 7 page(s)

Exhibit B – Budget Detail and Payment Provisions xx page(s)

Exhibit C* – General Terms and Conditions GTC 610

Exhibit D – Special Terms and Conditions 7 page(s)

Attachment 1 – Recycled Content Certification 2 page(s)

Exhibit F** – Request for Proposal-Secondary Method, DRR16027

Exhibit G** – Proposal from <Business Name> in response to Request for Proposal-Secondary Method, DRR16027

Items shown with an Asterisk () are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

*Items shown with double Asterisks (**) are hereby incorporated by reference and made part of this Agreement as if attached hereto.*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Resources Recycling and Recovery

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Tiffany Donohue, Administrative Services Branch Chief

ADDRESS

1001 I Street, Sacramento, CA 95814

**California Department of General
 Services Use Only**

☐ Exempt per:

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EXHIBIT A**SCOPE OF WORK**

1. The Contractor agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with consulting services as described herein.
2. The Project Coordinators during the term of this Agreement will be:

CalRecycle Contract Manager**XXXXXXXXXXXXXX**

Name: Jennifer Caldwell

Name: «Contractor_Name»

Phone: (916) 341-6490

Phone: «Contractor_Phone»

Fax: (916) 319-7260

Fax: «Contractor_Fax»

Email: Jennifer.caldwell@calrecycle.ca.gov

Email: «Contractor_E-mail»

Direct all Agreement inquiries to:

CalRecycle Contract Analyst**XXXXXXXXXXXXXX**

Contracts Unit

Attention: Lauren Chew

Name: «Contractor_Name»

Address: 1001 I Street

Address: «Contractor_Address»

Sacramento, CA 95814

«Contractor_City», «Vendor_State»

Phone: (916) 341-6049

Phone: «Contractor_Phone»

Fax: (916) 319-7560

Fax: «Contractor_Fax»

Email: lauren.chew@calrecycle.ca.gov

Email: «Contractor_E-mail»

3. Statement of Work

I. INTRODUCTION/OBJECTIVES

The Tire Outreach and Market Analysis (TOMA) contract is designed primarily to: 1) provide an annual in-depth analysis of the waste tire market in California; 2) conduct technical outreach and education targeted at stakeholders that are in a position to procure Tire-Derived Products (TDPs) and/or have the authority to specify them in future projects; 3) identify end-of-life best management practices and markets for TDPs that need to be replaced; and 4) share information with stakeholders, including via the CalRecycle Tire Conferences. The goal of this effort is to increase demand for TDPs, foster the application of new technologies, and expand the use of waste tire-derived material into a variety of applications, including higher value-added products.

Additionally, by utilizing the market analysis and working in collaboration with the stakeholders targeted for outreach and education, and other applicable entities, the Contractor will identify gaps in TDP data and specifications that pose a barrier to TDP market expansion. The Contractor will then conduct research and testing to address those gaps and present the results to stakeholders.

The high level of expertise required from various disciplines necessitates that the Contractor assemble a team of highly experienced and respected consultants to effectively provide the necessary assistance. Members of the Contractor's team must be highly knowledgeable regarding the waste tire and TDP industries including California-specific and national TDP markets.

II. WORK TO BE PERFORMED

The Contractor is responsible for developing technical resources, research projects, and focused technical outreach and education assistance activities that will help to strengthen the TDP industry in California and help support CalRecycle's tire market development programs. These activities will aim to

benefit one or more industry sectors as opposed to providing assistance to individual businesses. The following is a general overview of the work that the Contractor shall perform.

Task 1. Conduct annual TDP Materials Market Analysis and Report, Stakeholder Communications, and Recommendations Regarding Tire Market Development.

Task 2. Provide focused Technical Outreach and Education to Promote TDPs to Government and Private Entities.

Task 3. Identify end-of-life best management practices and markets for synthetic turf, infill, playground fill and other TDPs.

Task 4. Develop, coordinate and participate in California Tire Conferences.

Task 5: Conduct research and testing to address identified gaps in TDP product data and specifications that pose a barrier to TDP market expansion.

Task 6: Administration and Reporting.

III. TASKS IDENTIFIED

Task 1: Conduct Annual TDP Materials Market Analysis and Report, Stakeholder Communications, and Recommendations Regarding Tire Market Development

- A. Conduct three annual TDP markets surveys and analyses, coordinating with a designated CalRecycle staff “trainee” as requested by the CalRecycle Contract Manager. The Contractor will:
 - i. administer an annual market survey using protocols from the prior TOMA contract and previous Tire-Derived Product Business Assistance Program (TBAP) contracts that will be provided to the Contractor by the CalRecycle Contract Manager (Contract Manager). The survey must gather information, including but not limited to, capacity, throughput, types and amounts of input (by specification) and outputs (by product type), types of customers, actual and perceived market drivers, barriers, and opportunities for market expansion.
 - ii. analyze and summarize the market trends for targeted TDPs. This will include periodic updates regarding opportunities and market development mechanisms to address barriers;
 - iii. provide information on the current supply/demand balance and capacity, including recent and expected expansions or contractions in general processing and ground rubber production capacity, TDP production capacity, export market impacts and overall market demand, waste tire diversion rate; and
 - iv. identify regional infrastructure and infrastructure needs. Also address what the actual operating capacity is versus the permitted capacity to determine why some companies are not operating at permitted capacity (e.g., such as whether some companies’ equipment is becoming old and their ability to operate at permitted capacity may not be occurring for that reason), and what is needed to reach levels of increased recycling;
- B. Prepare an annual report for CalRecycle that includes all of the market analysis research and findings.

- C. Present annually at a public meeting a summary of the findings from the market analysis conducted that year.
- D. Update the market survey and analysis guidance document based upon lessons learned in conducting the market surveys and analyses. The guidance document was initially prepared under the prior TOMA and TBAP contracts and presents protocols and templates to enable CalRecycle staff to maintain the market surveys and analyses in future years.
- E. Utilize the market analysis, other necessary research, and the ongoing feedback and communication from stakeholders to make recommendations regarding additional market development activities to address TDP performance, health and environmental impacts, regional supply and demand barriers, and suggest a strategy for improving TDP product markets.

Task 2: Provide Focused Technical Outreach and Education to Promote TDPs to Government and Private Entities

In consultation with the Contract Manager conduct the following:

- A. Identify federal, state, and local agencies, such as public works departments; public and private colleges, universities, and schools/districts; major corporations, retailers and other private entities that are in a position to procure TDPs and/or have the authority to specify them in future projects. For example: entities might include Caltrans, DGS, Department of Parks and Recreation, the California State University system, architects, fast food restaurants with playgrounds, and builders. In determining what entities to target, quantify procurement opportunities to help tailor outreach to maximize outreach opportunities. Create and implement a detailed plan for targeted technical education and outreach to the entities identified in this task. Note: This does not include a focus on Tire-Derived Aggregate/Rubberized Asphalt Concrete, which is being promoted through other projects.
- B. Compile detailed cost and performance data on targeted TDPs and identify new TDPs with a high potential for successful market entry and existing products newly incorporating waste tire feedstock(s).
- C. Update and keep current the TDP Catalog and expand education, outreach, and marketing efforts to promote the use of it.
- D. Develop case studies annually (total number of case studies each year to be determined in consultation with Contract Manager) that are no more than two pages in length and are in a common format suitable for publishing on the CalRecycle website and as handouts. In selecting which case studies to develop, priority should be given to existing TDPs for which there is a high potential for new or expanded sales opportunities. Case studies should:
 - i. detail successful real-world application of TDPs by actual users, including high quality digital color photographs;
 - ii. (ii) identify the uses and benefits of TDPs including suitable applications for the given type of TDP and comparisons to competing products that are not made from waste tires;
 - iii. (iii) highlight key cost and performance data, including lifecycle costs and benefits.

- E. Compile other education, marketing and technical specification materials from TDP companies, and as applicable TDP users, and prepare materials such as brochures, fact sheets, Power Point presentations, both electronically and web-based, to assist in targeted education, outreach and marketing TDPs to the targeted entities. Where applicable, and in consultation with the Contract Manager, incorporate relevant research information (e.g., health effects, lifecycle cost analyses, etc.) into marketing materials.
- F. Conduct focused TDP education and assistance to those entities targeted per Task 2A above, and include targeted outreach and education such as roundtables, meetings, training sessions, workshops, webinars, and utilize other methods, such as written communications to identify and secure sponsors as needed for mealtime learning sessions.
 - i. prior to meeting with an audience, identify TDPs procurement opportunities based upon audience entity's procurement policies, needs, objectives and requirements.
 - ii. target entities with greatest TDPs procurement motivation and ability such as companies with green purchasing requirements, etc.
 - iii. Conduct follow up to all initial targeted technical outreach and education efforts and provide focused follow-up TDP education and assistance, as needed.
- G. Monitor and provide qualitative as well as quantitative measurement of the results of the technical education, outreach, and marketing and the resulting sales of TDPs. Track and report any identifiable TDPs procurement actions of targeted audiences.
- H. Coordinate closely with the Contract Manager to ensure that CalRecycle staff has the latest information, data, and resources for promotion, outreach, education, and training activities.

Task 3: Identify end-of-life (EOL) best management practices and markets for synthetic turf, infill, playground fill and other TDPs

In coordination with and approval from the Contract Manager, the Contractor will utilize existing information including findings documented in the 2016 "Recycling and Reuse of Crumb Rubber Infill Used in Synthetic Turf Athletic Fields" report to CalRecycle to:

- A. Identify end-of-life best management practices (BMPs) for synthetic turf, infill, playground fill, and other TDPs.
 - i. Upon completion effectively disseminate BMPs to the Industry and to entities with TDPs in need of removal and replacement.
 - ii. Provide information to TDP installers regarding EOL considerations.
- B. Identify companies offering TDP removal, reuse and/or recycling services and associated cost of options available and provide this information to stakeholders via workshops, print and electronic tools.
- C. Collaborate with the Industry and third party experts to find cost-effective uses and identify new markets, beyond reusing turf field infill, for EOL crumb rubber. Share findings as appropriate.

- D. Research if infill in athletic fields can be without contaminants and be designed to be more end-of-life friendly, e.g., reduce migration of infill to keep the material on the field thus increasing the amount of time before it needs to be replaced.

Task 4: Develop, coordinate, and participate in the California Tire Conferences

In coordination with the Contract Manager, assist with any specialized needs in development and implementation of two state tire conferences including:

- A. Solicit stakeholder input on topics to be addressed,
- B. Develop educational activity plans/priorities,
- C. Organize conference sessions,
- D. Identify and secure potential presenters, attend and participate/present at the conferences.

Task 5: Conduct research and testing to address identified gaps in TDP product data and specifications that pose a barrier to TDP market expansion

In consultation with Contract Manager, Contractor will conduct research and testing to address the gaps in TDP product data and specifications including:

- A. Assessing the feasibility of using crumb rubber in molded, extruded, and other products.
- B. Collaborate with potential users of large quantities of TDPs to identify what information and data they need in order to overcome roadblocks to purchasing TDPs. Identify gaps in research and product testing that are necessary to fill in order to significantly expand markets for TDP. This effort should build upon the performance standards identified in the prior Tire Derived Product Business Assistance Program: Industry-Wide Support Activities contract.
- C. Conduct research and product testing to provide product data, specifications, and performance results for applicable TDPs or categories of TDPs in order to expand markets for TDPs.
- D. Compile information and data for CalRecycle and any other entities relevant to the research and/or testing. This may include making presentations, developing reports, writing data sheets, etc. This task, along with others identified in this scope of work, may involve information and data from businesses that must remain confidential.
- E. Assessing and advising on market opportunities for waste tires and residual fluff.
- F. Conduct or collaboratively work on special projects seeking to overcome barriers to TDPs market expansion

Task 6: Administration and Reporting

- A. Develop Work Plans:
 - i. work with the Contract Manager and any other applicable CalRecycle staff to prepare a work plan detailing all tasks and deliverables (including reports; presentations and/or dissemination

of information to stakeholders; materials to be posted or revised on the existing web and newsletter or list serve functions, or communicated by other means).

- ii. the work plan will include a timeline for all tasks and deliverables. CalRecycle will not pay Contractor's Administration time for compilation of billing/invoicing or delivery of invoices.
- iii. the work plan will identify any entities with which the Contractor will coordinate to accomplish the identified tasks, such as Recycling Market Development Zone Administrators, industry organizations, (e.g., Rubber Manufacturers Association, American Institute of Architects, Rubber Recycling Network), local jurisdiction recycling coordinators, etc.
- iv. no other contract work shall be conducted until the work plan is approved by the Contract Manager.
- v. should changes to the work plan be necessary, the Contractor will submit any such changes to the Contract Manager for approval before conducting other work.

B. Reporting

- i. the Contractor will communicate with the Contract Manager on an ongoing basis and provide written reports, on a monthly basis at a minimum, to the Contract Manager covering activities that are in progress, completed, and upcoming; any issues that have arisen; a budget status; a status of meeting the timelines established in the work plan, etc.
- ii. if significant issues arise, the Contractor shall not wait for a scheduled report and will report them to the Contract Manager immediately.
- iii. all documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at www.calrecycle.ca.gov/Contracts/PubGuide and must be reviewed by a technical editor of the Contractor's choosing to ensure that the reports comply with CalRecycle's publication guidelines, after which they shall be submitted to and reviewed by the Contract Manager in consultation with the CalRecycle editor.

(The Contractor is encouraged to consult with CalRecycle's project management team and editorial staff early in the development process to ensure deliverable requirements are clearly understood and to minimize the need for revisions.)

- iv. the Contractor will submit to CalRecycle by August 31, 2019, a final report on the contract and the work performed, including an evaluation of its effectiveness (with qualitative and quantitative results). The Contractor shall submit a draft final report to the Contract Manager six weeks prior to the due date for the final report. The draft will be reviewed by CalRecycle staff who will provide comments or questions that the Contractor will address or incorporated into the subsequent draft of the report. Any requested changes must be completed by the Contractor and resubmitted to the Contract Manager for final approval. Only when all revisions are made and approved by the Contract Manager will the report be deemed final.
- v. the Contractor will not receive final payment until the final report has been approved by the CalRecycle Contract Manager.

IV. CONTRACT/TASK TIME FRAME

The contract is estimated to begin September 2016 and end September 2019. The timeframe below reflects the task/time frame of the contract from date of award:

Task	Deliverable(s)	Estimated Timeframe
Task 1: Annual TDP Materials Market Analysis and Report, Stakeholder Communications, and Recommendations Regarding Tire Market Development	Draft and web-ready reports, presentation materials, mechanism for communications with stakeholders, tire market development recommendations	Spring 2017, Spring 2018, Spring 2019
Task 2: Focused Technical Outreach and Education to Promote TDPs to Government and Private Entities	Targeted outreach and education plan; education, outreach tracking results and impacts of outreach, technical specification materials; update TDP catalogcase studies	Ongoing through August 2019
Task 3: Identify end-of-life (EOL) best management practices and markets for synthetic turf, infill, playground fill and other TDPs	Identify end-of-life best management practices (BMPs); Identify companies offering removal/reuse/recycling for TDPs; Share findings as appropriate	Ongoing through August 2019
Task 4: California Tire Conferences	Assist as requested, organize and conduct presentations	First quarter of 2017 and third quarter of 2018
Task 5: Research and testing to address identified gaps in TDP product data and specifications that pose a barrier to TDP market expansion	Conduct research, testing and report, conduct presentations as requested/appropriate. Conduct or collaboratively work on special projects seeking to overcome barriers to TDPs market expansion	Ongoing through August 2019
Task 6: Administration and Reporting	Write, revise and provide updated work plans as needed.	Provide progress reports quarterly; Final report for all activities due August 2019

EXHIBIT B**BUDGET DETAIL AND PAYMENT PROVISIONS****1. INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for work performed in accordance with the Scope of Work and the approved work plan at the rates specified herein.
- B. Itemized invoices shall be submitted in triplicate, with two sets of supporting documentation (i.e., receipts, timesheets, etc), not more frequently than monthly in arrears to:

Accounts Payable
 Department of Resources Recycling and Recovery
 Fiscal Services Branch
 U.S. Postal Correspondence:
 P.O. Box 4025, MS-19A
 Sacramento, CA 95812-4025
 Federal Express Correspondence:
 1001 I Street, MS-19A
 Sacramento, CA 95814

- C. Each invoice submitted to CalRecycle must include the following information:

- Invoice Number
- Contract Number
- Description of Rendered Activities/Services
- Submitting Contractor's Address
- Invoice Period

2. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).**4. TAXES:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales or use tax imposed by another state.**5. COST BREAKDOWN:**

<<INSERT BUDGET SPREADSHEET OR OTHER BUDGET DETAIL HERE>>

If funds for a specific task are not spent they may be applied toward other tasks that may benefit from additional funds. Prior to using the funds for another task, the Contractor shall consult with the Contract Manager, revise the work plan accordingly, and receive written approval from the Contract Manager. No more than 5% of the amount proposed for a task may be reallocated in this manner.

6. TRAVEL CLAUSE: All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq. The Contractor will be held to the State per diem rates in effect at the time of travel. For specific per diem (lodging, meals and incidentals) reimbursement rates, see California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.619. For this agreement, the Contractor's headquarters are located at <Enter Address>. Per diem will not be reimbursed for travel within 50 miles of Contractor's headquarters. Additional travel requirements can be found in Exhibit F, pages 11-12.
7. PROGRESS PAYMENT AND PAYMENT WITHHOLD: If progress payments are allowed for services performed under this Agreement, not less than ten (10) percent of the Agreement amount shall be withheld pending final completion of the Agreement, and receipt and acceptance by the State of any final reports required under the Agreement. However, for those Agreements that consist entirely of separate and distinct tasks, any funds withheld with regard to a particular task may be paid upon completion of that particular task. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CalRecycle shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. CalRecycle reserves the right to amend this Agreement through a formal written amendment signed by both parties, for additional time and/or funding.
3. **CALIFORNIA WASTE TIRES:** Unless otherwise provided for in this contract, in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste-tire derived products for the performance of this Agreement, only California waste tires and California waste tire-derived products shall be used. As a condition of payment under this Agreement, the Contractor must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Contract Manager.

All formal notices required by this Agreement must be given in writing and sent by prepaid certified mail, fax, personal delivery or telex.

4. **CONTRACT MANAGEMENT:** The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but CalRecycle reserves the right to approve any substitution of the Project Director. Contractor's key personnel may not be substituted without CalRecycle's Contract Manager's prior written approval. CalRecycle may change the Contract Manager by notice given to the Contractor at any time. CalRecycle staff will be permitted to work side by side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, CalRecycle's staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize the CalRecycle's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of CalRecycle's staff for coordination or monitoring functions.
5. **CONTRACTOR EVALUATIONS:** If this Agreement is for consulting services, CalRecycle will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file by CalRecycle for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, CalRecycle will submit a copy of the negative evaluation to the Department of General Services (DGS), Office of Legal Services, within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the DGS, CalRecycle shall notify and send a copy of the evaluation to the Contractor within fifteen days. The Contractor shall have thirty days to prepare and send a written response to CalRecycle and the DGS. CalRecycle and the DGS shall file the Contractor's statement with the evaluation. (PCC §10369).
6. **CONFIDENTIALITY/PUBLIC RECORDS:** The Contractor and CalRecycle understand that each party may come into possession of information and/or data, which may be deemed confidential or proprietary

by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with GC § 6250, or the PCC. CalRecycle agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to CalRecycle, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC.

7. **CONFLICT-FUTURE BIDDING LIMITATION:** Pursuant to Public Contracts Code Section 10365.5:
 - (a) No person, firm, or subsidiary therefore who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
 - (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.
 - (c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
8. **CONSULTING SERVICES:** If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations and rights under PCC §§10335 through 10381.
9. **COPYRIGHTS AND TRADEMARKS:** The Contractor shall assign to CalRecycle any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. The Contractor shall require that its subcontractors agree that all such materials shall be the property of CalRecycle. Such title will include exclusive copyrights and trademarks in the name of CalRecycle.

For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CalRecycle, shall include a notation on the inside cover as follows:

"Prepared as part of CalRecycle contract number DRR16027 Total Contract Amount \$ 900,000.00, pursuant to Government Code Section 7550."
10. **DELIVERABLES:** All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at www.calrecycle.ca.gov/Publications/PubGuide/ and shall be reviewed by CalRecycle's Contract Manager in consultation with CalRecycle editor.
11. **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.
12. **ENVIRONMENTAL JUSTICE:** In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low income populations of the State. (Government Code Section 65040.12(e)).
13. **FORCE MAJEURE:** Neither CalRecycle nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.

14. GRATUITIES: CalRecycle may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of CalRecycle, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.
15. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or CalRecycle premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
16. INSURANCE: When required, the Contractor must provide: 1) a Certificate of Insurance insuring CalRecycle, and/or 2) verification of Worker's Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to CalRecycle within ten (10) days after notification of CalRecycle's intent to award the Agreement. The Agreement will not be executed nor can work begin unless said Certificate of Insurance and/or verification is provided to CalRecycle.

The Certificate of Insurance must be in effect and shall include the following terms and conditions:

- (a) CalRecycle, its officers, agents, employees, and servants shall be included as additional insured.
- (b) The dates of inception and expiration of coverage shall be specified.
- (c) A minimum liability coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined shall be specified. The coverage shall not include a deductible feature.
- (d) The insurer will not cancel the insured's coverage without thirty days prior written notice to CalRecycle.
- (e) CalRecycle is not liable for the payment of premiums or assessments on said policy.
- (f) The insurance coverage shall be on an occurrence basis only.

In the event the Certificate of Insurance should expire or be cancelled during the term of this Agreement, the Contractor agrees to provide, at least thirty days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than one (1) year or for the remainder of the contractual Agreement, whichever is greater. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, CalRecycle may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

17. LIABILITY FOR NONCONFORMING WORK: The Contractor will be fully responsible for ensuring the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CalRecycle, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CalRecycle for any additional expenses incurred to cure such defects.
18. LICENSE OR PERMITS: The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), CalRecycle may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.

19. LIQUIDATED DAMAGES: It is the intent of this Contract that individual projects proceed in an uninterrupted manner from the date of commencement until all work contemplated in the Contract/Work Order has been completed. The Contract/Work Order authorized by CalRecycle Staff, and accepted by the Contractor shall include the number of days authorized to complete the project. All parties to the Contract

agree that CalRecycle will sustain damage for any day on which the Contractor arbitrarily suspends operations, or fails to prosecute the work. It is and will be impracticable and extremely difficult to ascertain and determine the actual damage which CalRecycle will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to CalRecycle the sum of \$1,000 for each day on which the Contractor fails to perform work in accordance with the approved schedule without the approval of CalRecycle staff. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that CalRecycle may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract. The Contractor shall not be assessed liquidated damages when the delay in completing the project is caused by the state.

20. OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS: CalRecycle will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this Agreement. The originals and all copies thereof will be delivered to CalRecycle upon request. CalRecycle will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or subcontractors to additional compensation.
21. PATENTS: The Contractor assigns to CalRecycle all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement.
22. PUBLICITY AND ACKNOWLEDGEMENT: The Contractor agrees that it will acknowledge CalRecycle's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.
23. RECYCLED-CONTENT PRODUCT PURCHASING: In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating recycled-content products, please search the recycled-content product database available at: www.calrecycle.ca.gov/RCP. If after searching the database, Contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.

In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for CalRecycle's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.
24. REMEDIES: Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
25. SETTLEMENT OF DISPUTES: In the event of a dispute, the Contractor shall file a "Notice of Dispute" with CalRecycle's Director or his/her designee with ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and CalRecycle Project Manager for the purpose of solving the dispute.

26. STOP WORK NOTICE: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
27. SUBCONTRACTORS: All Subcontractors previously identified in the bid/Proposal submitted are considered to be acceptable to CalRecycle. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or the Director or his/her designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If CalRecycle or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, The Contractor will be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CalRecycle for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from CalRecycle obligation to make payments to the Contractor. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.
28. SUCCESSORS: The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.
29. TERMINATION: CalRecycle shall have the right to terminate this Agreement at its sole discretion at any time upon thirty days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.
30. UNRELIABLE LIST: Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to CalRecycle a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).

Placement of Contractor on CalRecycle Unreliable List anytime after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is placed on CalRecycle Unreliable List after award of this Agreement, the Contractor may be required to terminate the Subcontract.

31. WASTE REDUCTION: In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. The steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable and compostable products, discretion in the amount of materials used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.

Prior to exceeding the approved budget, approval must be secured in writing from the Contract Manager and the work authorization must be modified to reflect the change. If the problem occurs because the Contractor is in fault, the Contractor will absorb the additional costs.

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STATE OF CALIFORNIA
Department of Resources Recycling and Recovery (CalRecycle)
CalRecycle 74C (Rev. 06/10 for Contracts)

To be completed by Contractor	
Name of Contractor:	
Contract #:	Work Order #:

Recycled Content Certification

☐ Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to the CalRecycle Contract Manager.

This form to be completed by contractor. The form must be completed and returned to CalRecycle with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information. Add additional rows as needed.

Contractor's Name _____ Date _____
Address _____ Phone _____
Fax _____ E-mail _____ Web site _____

Product Manufacturer	Product Description / Brand	Purchase Amount (\$)	¹ Percent Postconsumer Material	² SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3).

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC Section 12205.

Print name _____ Signature _____ Company _____ Date _____

(See footnotes on the back of this page.)

1. *Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.*

If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone

2. *Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.*

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit www.CalRecycle.ca.gov/BuyRecycled/.

Code	Description Product Categories (11)	Minimum content requirement
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass – Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic – Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint – Recycled	50 percent postconsumer paint (exceptions when 50% postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze – Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals – Recycled	10 percent postconsumer, by weight

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Proposal Completion Checklist

Please use this checklist to assist in the preparation of your Proposal package to ensure that all required items are included.

-
- ☐ Cover Letter with contact information and statements as required in the RFP.
 - ☐ Organizational information and Personnel Information (Resumes)
 - ☐ Proposal (detailed Work Plan)
 - ☐ Samples of Written Work
 - ☐ Copy of Required License(s) (Secretary of State)
 - ☐ Personnel Rate Sheet (Attachment A)
 - ☐ Cost Proposal Sheet (Attachment B)
 - ☐ Bidder Declaration (Attachment D) (*Form must be submitted even if participation levels are zero (write zero participation on form).*)
 - ☐ Darfur Contracting Act Certification (Attachment F)
 - ☐ Contractor Status Form (Attachment G)
 - ☐ Client References (Attachment H)
-

The following number of PROPOSAL packages must be submitted as the Contractor's response to this RFP:

- ☐ One (1) unbound reproducible original Proposal package marked "Original"
 - ☐ Three (3) bound copies of the Proposal package marked "Copy".
 - ☐ One (1) Electronic copy of Proposal Package in Adobe Acrobat format with all documents in a single file, including all attachments.
-

The following form is only required upon submittal as applicable pursuant to the provisions outlined in Section III, Submittal Requirements:

- ☐ Certification of Target Area Contract Preference Act (The form may be downloaded at www.calrecycle.ca.gov/contracts/forms.)
-

The following forms are not required at the time of the Proposal submission but are part of the draft Standard Agreement (Attachment I) and will be required by the successful Contractor during the contract period:

- ☐ Recycled Content Certification (Attachment I)
 - ☐ Payee Data Record (Standard Form 204 viewable at <http://www.calrecycle.ca.gov/Contracts/Forms/default.htm>)
 - ☐ Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification (Attachment E)
-

Please note that if any of the items are missing from the Proposal package, the package will be considered incomplete and will be disqualified from the process.